

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In re: Lamont D Henry, Debtor. Nations Lending Corporation, an Ohio Corporation, Movant. v. Lamont D Henry, Debtor/Respondent. William C. Miller, Esquire, Trustee/Respondent.	Bankruptcy No. 20-10598-mdc Chapter 13
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STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY

Secured Creditor, Nations Lending Corporation, an Ohio Corporation, and Debtor, Lamont D Henry (“Debtor”), by and through their respective attorneys, hereby stipulate as follows:

I. BACKGROUND:

1. On December 11, 2015, Lamont D Henry (“Debtor”) executed and delivered a Promissory Note (“Note”) and a Mortgage (“Mortgage”) securing payment of the Note in the amount of \$88,161.00.
2. The Mortgage was recorded on January 06, 2016, with the Delaware County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in Delaware County commonly known as 1910 Carter Rd., Folcroft, Pennsylvania 19032 (the “Property”).
4. Debtor has defaulted under the terms of the Note and Mortgage by failing to make the monthly payments of principal, interest and escrow each in the amount of \$973.52, which became due on August 01, 2020, September 01, 2020, October 01, 2020, and November 01, 2020.
5. Thus, Debtor’s post-petition arrearage currently totals the sum of \$3,860.20 (as there is

\$33.88 in suspense).

6. Debtor further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$973.52, per month shall become due under the Note and Mortgage on the 1st day of each successive month, beginning December 01, 2020, until the Note is paid in full. Debtor acknowledges that the monthly payment is subject to change and is responsible for same.
7. Nations Lending Corporation, an Ohio Corporation and Debtor desire to resolve Debtor's post-petition arrearage in accordance with the set forth terms below:

II. STIPULATION FOR RELIEF FROM STAY

1. Debtor and Nations Lending Corporation, an Ohio Corporation agree that the Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect as long as Debtor complies with the terms of this Stipulation.
2. Debtor confirms and acknowledges obligations to Nations Lending Corporation, an Ohio Corporation under the Note and Mortgage.
3. Debtor further confirms and acknowledges failure to make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in paragraphs 4 and 5.
4. Debtor further confirms and acknowledges obligations to make the regular post-petition payments of principal and interest going forward from December 01, 2020, as set forth above in paragraph 6.
5. Debtor agrees to become current on his post-petition obligations to Nations Lending Corporation, an Ohio Corporation by making five (5) consecutive payments of \$643.37 each on the 15th day of each month beginning December 15, 2020; and a final payment of \$643.35 due on May 15, 2021. All cure payments shall be made on or before May 15,

2021 to cure the total post-petition default of \$3,860.20.

6. Debtor further agrees to continue to make regular post-petition payment of principal and interest in the amount of \$973.52, (Debtor's acknowledges that the monthly payment is subject to change) which shall become due on the 1st day of each month beginning on December 1, 2020, until obligation to Nations Lending Corporation, an Ohio Corporation, its successors and/or assignees under the Note is paid in full.
7. In the event that Debtor converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor shall cure the pre-petition and post-petition arrears within ten (10) days from date of conversion. Should the Debtor fail to cure the arrearage, Nations Lending Corporation, an Ohio Corporation will send Debtor's counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, Nations Lending Corporation, an Ohio Corporation may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.
8. In the event the Debtor should default on obligations under this Stipulation by failing to make cure payments as set forth above in paragraph 5 and/or tender in full any of the payments described in paragraph 6, on or before the dates on which they are due, then Nations Lending Corporation, an Ohio Corporation, its successors and/or assigns shall serve Debtor's Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor fails to cure the default within fifteen (15) days of the date of the written notification, then, Nations Lending Corporation, an Ohio Corporation may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Nations Lending Corporation, an Ohio Corporation or its assignee or successors may exercise its rights against the

Mortgaged Property under the terms of this Stipulation without further notice to Debtor or the Order of this Court.

9. Additionally, Debtor agrees that no more than two (2) default are permitted from the date of the Stipulation. Debtor agrees that if defaults under the terms of this Stipulation more than two (2) times, then, without any further notice Nations Lending Corporation, an Ohio Corporation, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon Nations Lending Corporation, an Ohio Corporation, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.
10. Neither Nations Lending Corporation, an Ohio Corporation's consent to this Stipulation nor Nations Lending Corporation, an Ohio Corporation's acceptance of any payments tendered by Debtor shall be construed as a waiver of Nations Lending Corporation, an Ohio Corporation's right to proceed with or commence a foreclosure other legal action against Debtor under this Stipulation; however, Nations Lending Corporation, an Ohio Corporation agrees to credit Debtor's account for any payments made by Debtor in accordance with this Stipulation, the Note and/or Mortgage.
11. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
12. Debtor hereby certifies and confirms that the terms of the Stipulation are reviewed with Counsel that Debtor understands and is in agreement with the terms of this Stipulation and that counsel has been authorized by Debtor to sign this Stipulation.

IT IS HEREBY STIPULATED:

By: /s/ Charles G. Wohlrab

Date: 11/18/2020

Charles G. Wohlrab

Robertson, Anschutz, Schneid & Crane, LLC

PA LD 314532

10700 Abbott's Bridge Rd., Suite 170

Duluth, GA 30097

Telephone: 973-575-0707

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Attorney for Movant

By: /s/ 

Date: 11/16/2020

Michael Adam Cohen

Law Office of Michael A. Cohen

PA I.D. _____

2113 Snyder Ave.

Philadelphia, PA 19145

Telephone: 215 873 1159

Email: mcohen1@temple.edu

Attorney for Debtor

No Objection

By: /s/ LeeAne O. Huggins

Date: November 19, 2020

William C. Miller, Esq.

P.O. Box 1229

Philadelphia, PA 19105

Phone: 215-627-1377

Chapter 13 Trustee

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FOR THE EASTERN DISTRICT OF PENNSYLVANIA- PHILADELPHIA DIVISION**

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CERTIFICATE OF SERVICE

I, the undersigned, certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, that on November 27, 2020, I served a copy of the Stipulation Resolving Motion for Relief from Stay by first class U.S. Mail, postage prepaid or electronic mail at the following addresses:

Michael Adam Cohen
Law Office of Michael A. Cohen
2113 Snyder Ave.
Philadelphia, PA 19145

Lamont D Henry
1910 Carter Rd
Folcroft, PA 19032

William C. Miller, Esq.
Chapter 13 Trustee
P.O. Box 1229
Philadelphia, PA 19105

United States Trustee
Office of the U.S. Trustee
200 Chestnut Street, Suite 502
Philadelphia, PA 19106

By: /s/ Charles G. Wohlrab
Charles Wohlrab
Email: cwohlab@rascrane.com